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**Stephen B. Carlson**  
**Box 655**  
**Wayzata, MN 55391**  
**612/745-0577**  
**Fax: 612/476-9383**  
**email: sbcarlson@earthlink.net**

DEPARTMENT OF TRANSPORTATION  
98 JUL 16 PM 12: 33  
DOCKET SECTION

12 July 1998

Docket Clerk  
U.S. DOT Dockets, Room PL-401  
400 Seventh Street, SW  
Washington, D.C. 20590-0001

Re: DOCKET NO. FHWA-97-2979 - 27

Dear Sir or Madam:

I am writing to you a second time to bring to your attention another dispute that I am currently involved in with a moving company, who also happens to be an agent for United Van Lines. This entity conducts business as Cowen Moving and Storage ("Cowen"), they are headquartered in Denver, Colorado.

Cowen wrongfully moved and placed in their storage facility certain office furnishings and equipment that are my sole and separate property. Cowen relied on the authority of my ex-wife to move my possessions without my knowledge or consent. Nine months after this move took place, Cowen started sending me billing statements not only for the cost of the original move, but also for storage charges that were and continue to accrue every month.

I attempted to resolve this dispute with Cowen as soon as I learned about the matter. My innumerable attempts to settle this matter with Cowen were unilaterally ignored. The only original communication from Cowen was the monthly billing statement they would intermittently send. I finally got their attention when I served them with a formal complaint.

I have yet, however, been able to resolve our dispute and regain possession of my property.

Cowen was completely nonresponsive to my many communications until they were served with the enclosed lawsuit. They continue to threaten to auction my property unless they receive the payment they demand. Additionally, they now also demand a written release from my ex-wife before turning over my property to me. The travesty with this predicament is that Cowen's dispute is with my ex-wife, not me; yet it is my property that they continue to hold hostage.

Cowen has consistently dealt with me in bad faith and I believe that their actions taken as a whole constitute fraud. If they were a bank, you can rest assured that my property would have been returned promptly with interest. I believe that Cowen's actions should be subjected to the same standard of fairness and equity as those of a bank. The value of my property which Cowen is holding hostage exceeds \$50,000.00, and they are well aware of this fact. Cowen believes they can simply wear me down and I will capitulate and pay their bill for accrued charges which is now approximately \$5,000.00. Cowen has acted as if "possession is 9/10th's of the law" with respect to their treatment of me and my property. They need to be repudiated and held accountable for their fraudulent actions.

Thank you for your attention to this matter. If I can be of any further assistance, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "S. B. Cowen". The signature is written in a cursive, slightly slanted style.

MINNEAPOLIS OFFICE  
2000 MIDWEST PLAZA BUILDING WEST  
801 NICOLLET MALL  
MINNEAPOLIS, MINNESOTA 55402-2534  
TELEPHONE 6 12 -904-7400  
TELECOPIER 6 12-904-7424

# MAUN & SIMON PLC

ST. PAUL OFFICE  
2300 WORLD TRADE CENTER  
30 EAST SEVENTH STREET  
SAINT PAUL, MINNESOTA 55 101-4904  
TELEPHONE 6 12-229 -2900  
TELECOPIER 612-229 -2800

Reply to: **St. Paul**  
Writer's **Direct Dial: (612) 229-2903**

February 23, 1998

**COURTESY COPY**

VIA U.S. MAIL AND FACSIMILE (303).433.123 1  
Ken **Kenaston**, General Manager  
**Cowen Moving & Storage Co.**  
4150 **Elati** Street  
Denver, co 80216

**Re:** Aspen Capital Property

Dear Mr. Graves:

This law **firm** represents Stephen **Carlson** and his company Aspen Capital in connection with the office **furnishings** and equipment you are wrongfully withholding **from** him at your facility in Denver, including computer files and records that Mr. **Carlson needs** to carry on his business. Mr. **Carlson** has repeatedly attempted to resolve this matter with you, by phone and correspondence, but you have been unresponsive. I am writing to attempt to resolve this matter without the **unpleasantries of litigation**.

You removed the **furnishings** and equipment **from** Mr. Carlson's office and put them into storage at the behest of Mr. Carbon's **ex-wife**, Joy Sanbom Johnson, who has never had any ownership interest in any of the items. The charges that you claim are owed have accumulated without the permission or approval of Mr. **Carlson or Aspen**, with whom you have no contractual relationship. You never asked for or received Mr. Carlson's permission to seize and store the items; you never obtained his approval for the moving and storage charges; and your "warehouse receipts" were sent to an outdated address for Aspen Capital in Idaho.

Despite your lack of **contractual** entitlement to the payments you are demanding, you have threatened to sell the items if Mr. **Carlson** does not **satisfy** your demands. Please take note that any such sale would constitute a **tortious** conversion and subject you to suit for compensatory and punitive damages, which would be substantial, since the items include business files, records, and other irreplaceable property.

I am authorized to attempt to resolve this matter with you by offering \$1,500 for the immediate release of all items you are holding in storage. However, if we are unable to resolve this matter amicably, Mr. **Carlson** is prepared to take all **necessary** legal action to protect his interests. Please call the undersigned.

Very truly yours,



Jarett B. Decker

CC: Steve **Carlson**

ATTORNEYS AT LAW



February 17, 1998

Mr. Steve **Carlson**  
**Box 655**  
**Wazata, MN 53391**

Fax Number **612-476-9383**

**Dear Mr. Carlson:**

In response to **our** phone **conversation** of to&y and January 7, 1998, and **after** consulting with **our President, I am conveying our position as follows:**

Our contract for the move of the inventoried **items** that we have in storage is with Joy **Carlson** who made the **arrangements and signed** for Aspen Capital **and** that we **did**, in **good faith**, honor this **contract**.

That WC **have** not **received payment** for the **services** and storage charges we have provided.

**That, according** to the Statutes in **Colorado**, we have **every** right to take these inventoried items to auction to recover the moneys **due** us. That **totals** \$4207.33 as of **February 1, 1998**.

**That, without a release from Joy Carlson and/or Aspen Capital**, we can not release these items to anyone other than Joy **Carlson** or Aspen Capital. **Said** release will have to address **the payment** of moneys **due** to us by **either Joy Carlson, Aspen Capital** or any **other individual or company** to **whom** the items are **released**.

**That we have, and will again, make efforts to contact Joy Carlson in a final effort to resolve** this issue **before beginning** immediate **efforts** to **proceed** with the requirements of going to auction.

Thank you,

Sincerely,

Ken Kenaston  
Branch Manager

cc: **Mr. David Lynch, President and CEO, Cowen Moving and Storage**

STATE OF MINNESOTA  
COUNTY OF HENNINGEN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

CASE TYPE: TORT

Court File No. \_\_\_\_\_

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Stephen B. Carlson,  
Plaintiff,

V.

SUMMONS

Cowen Moving and Storage, a Colorado Corporation,  
Defendant.

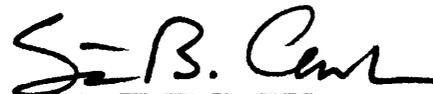
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THE STATE OF MINNESOTA TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to serve upon plaintiff an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Dated: May 12, 1998

STEPHEN B. CARLSON  
PLAINTIFF  
PRO SE



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Stephen B. Carlson  
PO Box 655  
Wayzata, MN 55391  
612/745-0577  
sbcarlson@earthlink.net

**STATE OF MINNESOTA**  
**COUNTY OF HENNIPEN**

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**DISTRICT COURT**  
**FOURTH JUDICIAL DISTRICT**

**Stephen B. Carlson,**

**Plaintiff,**

**V.**

**Cowen Moving and Storage, a Colorado corporation,**

**Defendant.**

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**CASE TYPE: TORT**

**Court File No: \_\_\_\_\_**

**COMPLAINT**

**Plaintiff Stephen B. Carlson (“Carlson”), for his complaint against the defendant Cowen Moving and Storage (Town Moving”), states and alleges as follows:**

**PARTIES**

- 1. Plaintiff Carlson is a Minnesota resident who lives in Wayzata, Minnesota.**
- 2. Defendant Cowen Moving is a corporation with headquarters at 4150 Elati Street, Denver, Colorado. Upon information and belief, Cowen Moving provides moving services to customers nationwide, and has regular and extensive business dealings in the state of Minnesota and the county of Hennepin. Upon information and belief, Cowen Moving is incorporated in Colorado.**

**FACTS**

- 3. In or around November 1996, Cowen Moving transported office furnishings, files, records and other valuable items belonging to the plaintiff into their permanent storage facility located in Denver, Colorado.**

- 4. Cowen Moving never contracted with Carlson and/or his agents to move his**

property into their storage facility. In fact, Cowen Moving did not notify, in writing or otherwise, that they had control of his property until more than nine months (9) after the move had originally occurred.

5. According to documents provided by Cowen Moving, they contracted with individual(s) unknown to Carlson to effectuate the move of Carlson's property into their storage facility. Cowen Moving has subsequently represented to Carlson that they relied on Joy Sanbom Johnson's (Carlson's ex-wife) authority to obtain approval to move Carlson's property.

6. Cowen has sporadically sent statements requesting payment for their services to Carlson even though they now maintain that their contractual obligation is with Joy Sanborn Johnson (Carlson's ex-wife) and not Carlson.

7. Cowen Moving has recently requested that they receive a written release from Joy Sanbom Johnson, in addition to payment in full of their accrued charges, before they will release Carlson's property to him. This development underscores the bad faith that Cowen Moving has consistently demonstrated.

8. Cowen Moving's own incompetence and continued stonewalling has caused the accrual of unnecessary charges and further delays.

## **COUNT I**

### **Conversion**

9. Plaintiff incorporates all foregoing allegations in the complaint as though specifically set forth here.

10. Cowen Moving took wrongful possession to plaintiff's property.

**11. Cowen Moving has no contractual right to plaintiffs property.**

**12. Plaintiff has been denied access to his business records, files and computers by Cowen Moving and consequently has experienced a diminution in his ability to conduct business and has sustained damages to be determined later.**

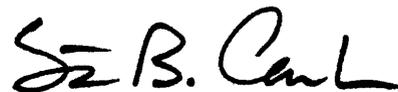
**13. Carlson has sustained actual damages as a result of Cowen's conversion in an amount greater than \$50,000.**

**Wherefore, Carlson prays for relief and judgment in his favor and against Cowen as follows:**

- 1. For an award of damages in excess of \$50,000;**
- 2. For return of all property in Cowen Moving's possession;**
- 3. For all fees and costs incurred herein;**
- 4. For such other relief as the Court deems just and proper.**

**Dated: May 12, 1998**

**STEPHEN B. CARLSON  
PLAINTIFF  
PRO SE**



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